BILL NO. S-95-03-06

SPECIAL ORDINANCE NO. S-21-95

AN ORDINANCE of the Common Council ratifying a collective bargaining agreement for police officers represented by the Fraternal Order Police, Indiana Wayne Lodge #14, Inc. for the years 1995, 1996 and 1997.

WHEREAS, this Council is required to approve all collective bargaining decisions with regard to annual pay and monetary fringe benefits; and

WHEREAS, an agreement has been reached by and between the City and the Fraternal Order of Police, Indiana Wayne Lodge #14, Inc. through collective bargaining as authorized and envisioned by the City's ordinances; and

WHEREAS, said agreement is for three (3) years, but pursuant to Indiana law, the compensation provided for therein must be annually ratified; and

WHEREAS, this ordinance is necessary to ratify, fix and establish such compensation for said police officers for the year 1995 and to approve the other provisions of said agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The collective bargaining agreement by and between the City of Fort Wayne and the Fraternal Order of Police, Wayne Lodge #14, Inc., a copy of which is attached hereto, marked Exhibit "A" and incorporated herein, is hereby approved and ratified.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage, and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay, City Attorney

Read the first time in full and on motion by Henry, seconded by ~~[illegible]~~, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the ~~Common Council Conference Room 128~~, City-County Building, Fort Wayne, Indiana, on ____, the ____, day of ____, 19__, at ____ o'clock ____ M., E.S.T.

DATED: 3-14-95

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by ~~[illegible]~~, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	8			1
BRADBURY	✓			
EDMONDS				✓
GiaQUINTA	✓			
HENRY	✓			
LONG	✓			
LUNSEY	✓			
RAVINE	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 3-28-95

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) ~~(ZONING)~~ ORDINANCE ~~RESOLUTION~~ NO. S-21-95 on the 28th day of March, 1995.

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Don J. Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of March, 1995, at the hour of 11:45 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 30th day of March, 1995, at the hour of 5:00 o'clock P.M., E.S.T.

PAUL HELMKE, MAYOR

BILL NO. S-95-03-06

REPORT OF THE COMMITTEE ON
FINANCE
THOMAS C. HENRY - CHAIR
MARK E. GiaQUINTA - VICE CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ of the Common Council ratifying a collective bargaining agreement for police officers represented by the Fraternal ORder Police, Indiana Wayne Lodge #14, Inc. for the years 1995, 1996 and 1997

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

DO PASS	DO NOT PASS	ABSTAIN	NO REC
Mark E. GiaQuinta			
Cheryl Cavine			
[illegible]			
J. Broadbury			
Cindie Henry			
Lotus R. Edmonds			

DATED: 3-28-95

Sandra E. Kennedy
City Clerk

M E M O R A N D U M

95-52

DATE: March 13, 1995

TO: Fort Wayne City Council

FROM: Neil Moore, Chief of Police

SUBJECT: F.O.P. Contract

Please find attached a copy of the Fraternal Order of Police contract for 1995 through 1997.

The changes from the previous contract are listed below:

ARTICLE XIX - Personal Days

An increase from five (5) days to six (6) days.

ARTICLE XXIV - Additional Work/Overtime Compensation

Section 2. Non-FLSA Compensation

Officers' non-FLSA compensatory time will be reduced by paying down their hours over a two (2) year period to a level of 540 hours.

ARTICLE XXVII - Hospitalization/Medical Benefits

Union agreed to pay the rate charged non-union employees for medical benefits.

ARTICLE XXIX - Rank Differential

The pay differential between the rank of patrol officer and sergeant to increase from 10% to 11% in 1996 and to 12% in 1997.

The pay differential between the rank of sergeant and lieutenant to increase from 6% to 8.6% in 1996 and to 10.6% in 1997.

Longevity pay will increase to $150 per year, per year in rank, in 1995 and increased to $200 per year in rank in 1996. There is a cap of $4000 on this benefit. Exempt employees, Captains, and above, are also eligible for the above benefit.

PREAMBLE

This Agreement is entered into on this ---------- by and between the City of Fort Wayne, Indiana, hereinafter referred to as the City, and the Fraternal Order of Police, Indiana Wayne Lodge #14, Inc., hereinafter referred to as Wayne Lodge #14, and under the authority of Special Ordinance No. S-156-78 (the "Police Officers and Firefighters' Arbitration Ordinance"), currently codified at Sections 20-117-20-129.

WITNESSETH

It is agreed by and between the parties hereto that the following, including attached supplements, shall constitute and be the entire Agreement between the parties hereto in respect to hours of employment, wages, nonmonetary fringe benefits and working conditions for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the term of this Agreement on any bargainable issues or subjects, unless mutually agreed to by the City and Wayne Lodge #14, except as may be herein specifically provided; and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement. Changes in the working Agreement agreeable to both parties may be made at any time, provided, however, that all changes are in writing, and approved by the Board of Safety. If changes involve compensation Common Council approval shall also be required.

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to provide a procedure for orderly collective bargaining between the parties, to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning hours of employment, wages, fringe benefits, and working conditions and to establish a basis for the cooperative solution of problems by responsible parties to the end that a spirit of peace and cooperation be maintained.

ARTICLE II - RECOGNITION

The City agrees to recognize Wayne Lodge #14 as the exclusive representative for all commissioned police officers holding the rank of Master Sergeant, Sergeant and Lieutenant of the Fort Wayne Police Department in all matters involving wages, nonmonetary fringe benefits, hours and all other terms or conditions of employment.

ARTICLE III - BARGAINING UNIT

The bargaining unit to which this Agreement applies shall include all commissioned officers of the Fort Wayne Police Department holding the rank of Master Sergeant, Sergeant and Lieutenant of the Fort Wayne Police Department.

ARTICLE IV - COVERAGE

Section 1. The provisions of this Agreement shall be binding upon the City of Fort Wayne, Indiana and no other entity, other than any form of consolidated government which succeeds the City of Fort Wayne.

ARTICLE V - MANAGEMENT

Section 1. Recognition of Management: Wayne Lodge #14 recognizes the City as having the sole right to direction of the working forces including, but not limited to, the right to determine the work to be performed by employees; to employ, promote, demote, transfer, lay off, discipline, suspend or discharge for cause; to assign work and the number of hours to be worked, including overtime work; to increase and decrease the work force; to establish standards and methods; to transfer work or otherwise perform work as required by the demands to maintain the efficiency of public operations. The City, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this Agreement which limit and restrict these defined employer rights. Therefore, the City agrees that in exercising the rights herein, nothing shall be construed, or applied in any manner which negates, modifies, or supersedes the rights of employees, or Wayne Lodge #14, where such rights are expressly set forth in this Agreement.

Section 2. Rules and Regulations: Wayne Lodge #14 recognizes that the Employer reserves the right to establish rules and/or change existing rules affecting working conditions. It is agreed that all such rules shall be reasonable in content and application. Disputes arising from them shall be subject to the grievance procedure. Wayne Lodge #14 will be furnished a copy of any new or revised rules affecting bargaining unit employees at least five (5) days in advance of the effective date.

ARTICLE VI - DUES DEDUCTIONS

Section 1. The City agrees to deduct from the wages of bargaining unit members, dues of Wayne Lodge #14, upon written authorization from the member to do so. Wayne Lodge #14 membership dues will be deducted on a bi-weekly basis. These monies will be remitted by the City to the Wayne Lodge #14 Treasurer no later than the 10th day of the month following that of the deduction.

Section 2. Any authorization may be revoked by an employee by notifying the City of such intent by certified mail and with a copy being sent to Wayne Lodge #14.

ARTICLE VII - WAYNE LODGE #14 REPRESENTATION

Section 1. Upon prior notice to the Chief of Police, or his designated representative, authorized agents of Wayne Lodge #14 shall have access to the City's establishment for purposes of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. It is expressly agreed that the City is hereby released from any and all liability for an injury to such agent, occurring while he is on the premises of the City.

Section 2. The City will recognize four (4) bargaining committeemen, one (1) of whom shall be designated as chairman of the committee. Time spent in meetings set up by the City, for the first thirty (30) days of negotiations, mediation and arbitration, set by Ordinance Bill No: S-78-05-14, Special Ordinance No: S-156-78, will be paid for necessary time lost in negotiations with representatives of the City. The City will accommodate Wayne Lodge

#14 in respect to time off with pay, which will permit employees to negotiate during the first thirty (30) days of negotiations, mediation and arbitration.

Members of Wayne Lodge #14 may donate and use up to a maximum of three hundred (300) hours per calendar year to a time bank to be used for other than grievance and negotiating meetings and investigations held between the City of Fort Wayne, Indiana, and Wayne Lodge #14. This time can be used for business not related to political activities, and will be used by representatives as designated in writing to the Chief of Police by the President of Wayne Lodge #14. Use of this time shall be subject to maintaining minimum manpower requirements. Hours not used in the calendar year may be carried over to the following calendar year.

The City shall give seven hundred fifty (750) hours to the FOP time bank yearly. This time will be used as seen fit by the President and shall be non-accumulative. Should usage exceed 750 hours, the Chief of Police and President of FOP may extend hours based upon projection of used time.

Section 3. Accredited representatives of Wayne Lodge #14 shall be chosen from its members who are employed by the City. For purpose of this paragraph, "employee" is defined as a person who is in the bargaining unit.

Section 4. The City will recognize a grievance committee of no more than four (4) committeemen or their alternate representatives designated by Wayne Lodge #14 to the City in writing. Wayne Lodge #14 representatives shall be afforded such

reasonable time as needed to carry out their grievance responsibilities.

Any grievance committee member who finds it necessary to leave his work station to transact legitimate grievance business may do so after notifying his immediate supervisor and being released in a reasonable amount of time. The committee member will notify the immediate supervisor of the legitimate grievance business. Wayne Lodge #14 agrees to make every effort in the conduct of grievance matters to minimize interference with production and the orderly operation of the City, and further agrees that alternates will process grievances only in the absence of the committee members.

Section 5. The City agrees that Wayne Lodge #14 employees who file a grievance with the City will not be questioned in respect thereto without advising the employee of his right to Union representation.

Section 6. Wayne Lodge #14 shall be free to withdraw a grievance at any step of the grievance procedure without prejudice.

Section 7. Designated Wayne Lodge #14 representatives, in exercising their collective bargaining rights as set forth in this Agreement, shall have the right to carry out their collective bargaining responsibilities within the bargaining unit without fear of reprisal, intimidation, coercion, harassment, or discrimination for so serving.

Section 1. Grievance Defined: A grievance shall be defined as any dispute arising concerning the interpretation or application of this Agreement. No management prerogative reserved solely to the authority of the City shall be made the subject of a grievance. Grievances may be submitted, as defined, relating to matters contained in this Agreement.

Suspensions, dismissals, and reductions in grade, are not subject to grievance or arbitration. It is specifically understood that any matters governed by statutory provisions governing dismissals shall not be considered grievances and subject to the grievance procedure herein other than a claimed violation of Article XI. When a grievance arises, an earnest effort shall be made to settle such differences promptly in accordance with the Grievance Procedure hereinafter prescribed.

Section 2. Grievance Limitations: If more than one (1) employee has the same grievance, two (2) aggrieved employees, representing all aggrieved employees as selected by Wayne Lodge #14, shall proceed through Step 1 of the Grievance Procedure as set forth in this Article, representing all employees with the same grievance. The parties hereto, in processing a grievance, reserve the right, upon mutual agreement, to eliminate any of the Steps of the Grievance Procedure as set forth in this Article. A grievance must be filed within thirty (30) calendar days following knowledge which gave rise to the alleged grievance.

Section 3. Grievance Procedure: Every member of the

bargaining unit shall have the right to present grievances in accordance with the procedure provided as follows:

Step 1: A member of the bargaining unit who believes he has cause for a grievance may discuss the matter directly with his immediate supervisor, with or without the assistance of a member of the grievance committee. Every reasonable effort shall be made to settle problems promptly at this point through discussion. The member shall have the right to discuss the complaint with a member of the grievance committee before any discussion takes place with his immediate supervisor. The immediate supervisor shall make arrangements for the employee to be off his job for a reasonable period of time to discuss the complaint with a grievance committee member.

Step 2: If the matter is not satisfactorily settled during discussion with the immediate supervisor within five (5) days, the member in consultation with a member of the grievance committee shall reduce the complaint to a written grievance specifying what provision or provisions of the contract have been violated. The member shall sign the grievance and deliver it to a member of the grievance committee. The member of the grievance committee shall deliver the written grievance to the Division's Deputy Chief, or his designated representative, for an answer. The Division's Deputy Chief, or his designated representative, shall present to a member of the grievance committee, a written answer within five (5) days, and shall state the facts taken into account in answering the grievance.

Step 3: In the event the grievance is unresolved in Step 2, it shall be delivered to the Chief of Police. The Chief of Police shall present a member of the grievance committee with his answer in writing within five (5) days and it shall state the facts taken into account in answering the grievance.

Step 4: In the event the grievance is unresolved in Step 3, it shall be delivered by the Wayne Lodge #14 within five (5) days to the Director of Labor Relations. A meeting between the Director of Labor Relations and the Chief of Police or their designated representatives and members of the Wayne Lodge #14's Grievance Committee shall be held within twelve (12) calendar days after delivery to the Director of Labor Relations to discuss the grievance. If not satisfactorily adjusted at this meeting, the Director of Labor Relations shall give his written answer within ten (10) calendar days of the meeting. Nothing in Step 4 shall prohibit the Chief of Police or his designated representative from meeting with the shift representative and settling the grievance during this twelve (12) calendar day period.

Section 4. Arbitration Procedure: If the above Grievance Procedure has been followed and the parties are still unable to settle the grievance, Wayne Lodge #14 shall, within thirty (30) days following receipt of the Employer's Fourth Step answer, notify the City of Wayne Lodge #14's intent to arbitrate the dispute. Upon receipt of such notification, the City and Wayne Lodge #14 shall select an arbitrator from a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service which have been

selected jointly by the parties. After receipt of the panel of arbitrators, the parties shall draw lots to determine who shall strike the first name from the list of seven arbitrators, then continue striking names on an alternate basis. The last remaining name shall be deemed the arbitrator by mutual consent of the parties.

The arbitrator shall not have the authority to alter, amend or change the terms or provisions of this Agreement, and his decision shall be limited to the particular grievance in question. The answer of the arbitrator shall be in writing unless otherwise agreed on by both parties.

The arbitrator's decision shall be final and binding on the parties, and in the event either party shall fail or refuse to abide by the decision of the arbitrator, the offended party can bring an action in the appropriate court. The court shall award the prevailing party reasonable attorney fees in addition to any other relief adjudged.

Wayne Lodge #14 and the City shall equally share the fee of the Arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

Section 5. Time Limitations: All time limits prescribed as set forth in Section 3, Steps 1 through 4, may be extended by mutual agreement of the parties. Failure of the party charged to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the aggrieved party to process the grievance to the next step within

the time limits shall constitute a basis for the party charged to deny the grievance.

ARTICLE IX - SENIORITY

Section 1. Seniority Defined: Seniority as defined in this paragraph shall mean an officers most recent date of appointment by the Merit Commission to the rank of Sergeant or Lieutenant. If two (2) or more officers have the same appointment date as a Sergeant or Lieutenant the ranking for seniority shall be based on the officer's position on the Merit Commission Promotion List.

Section 2. Seniority List: The City shall maintain a department wide seniority list of all Sergeants and Lieutenants and provide the bargaining unit with an updated copy every six (6) months.

Section 3. Transfers, Filling Vacancies: Vacancies which occur due to retirement, discipline, creation of a new position, promotion to captain or above, etc., in the Sergeants or Lieutenants ranks, shall be bid and filled in the manner prescribed by the Merit Commission.

Section 4. Excluded and Exempt Assignments: Desk sergeants, and members of the bargaining unit engaged as training officers, shall be selected by the Chief without regard to seniority. The Chief of Police may designate up to ten (10) positions, either sergeant or lieutenant, exempt from bidding. To be eligible for an exempt position the appointee must have been in rank a minimum of one (1) year prior to the effect date of the appointment, except for positions in Internal Affairs, Lab, or Crime Scene. Such

positions shall be filled by the Chief on a voluntary basis, provided five (5) days notice of reassignment is given to Wayne Lodge #14. In addition, one sergeant selected by the Allen County Sheriff may be temporarily be assigned to the Sheriff's Metro Squad with such temporary assignment to be reviewed on a annual basis beginning March 1, 1996. This temporary position shall be for the duration of the Metro Squad only, and shall not be used for any other assignment or duty. Persons occupying an exempt position shall suffer no loss of bidding rights and time spent in an exempt position shall count toward the individual's seniority under Section 1.

ARTICLE X - HOURS OF WORK

Section 1. Except as hereinafter provided, the basic work week of bargaining unit employees represented by Wayne Lodge #14 shall consist for the Operations Division, but not including Traffic Bureau, the following: A repeating six (6) day rotation consisting of four (4) days on and two (2) days off at consecutive eight and one-half (8.5) hour shifts.

Section 2. During emergency situations, the Chief of Police shall have the right to temporarily change normal working hours.

For purposes of this section, the following terms shall have the following meanings:

"An emergency situation" is a need for additional manpower above minimum counts which could not be reasonably foreseen prior to the situation creating the need and which cannot be met without

changing hours of work.

"Temporarily" shall mean only that period during which the emergency situation exists.

Section 3. Normal hours for the Investigative, Administrative Division shall be a repeating seven (7) day rotation; five (5) days on and two (2) days off, at consecutive 8 hour shifts.

Section 4. Normal hours for the Traffic Division shall be a repeating seven (7) day rotation; four (4) days on and three (3) days off at consecutive ten (10) hour shifts.

ARTICLE XI - POLICE OFFICERS' BILL OF RIGHTS

This Article is known and may be cited as the Fort Wayne Police Officers' Procedural Bill of Rights. These rules shall be for the government of the Fort Wayne Police Department and shall be the Internal Police Personnel Policies.

For purposes of this Article, the term "Police Officer" includes Fort wayne Police Officers on full time active duty within the bargaining unit in this Agreement.

Section 1. Officers of the Fort Wayne Police Department hold status as public officers in that the nature of their office and their performance of their duties involves the exercise of the Police Power of the City and State.

Section 2. The security of the City and its citizens depends upon the manner in which Fort Wayne Police Department members perform their duties. The performance of such duties involves those members in all manner of contacts and relationships with the

public, superior officers and fellow officers.

Section 3. Situations may arise out of such contacts and relationships brought about by the actions of members of the force. Such situations may require prompt investigation by superior officers designated by the Chairman, Board of Safety, the Chief of Police, and Division Commanders or other competent authority designated by the Chief of Police.

Section 4. Except as otherwise provided by law, no police officer shall be prohibited from engaging or be coerced or required to engage in political activity.

Section 5. When, for any reason, any police officer is under investigation or subjected to questioning by his commanding officer, or any other duly assigned member of the Police Department, which could lead to disciplinary action, demotion, dismissal, transfer or administrative charges, and to insure that such investigation or questioning are conducted in a manner conducive to public confidence, good order and discipline, meanwhile observing and protecting the individual rights of each Police Officer, the following rules of procedure are hereby established:

A. The questioning shall be conducted at a reasonable hour, preferably at a time when the Police Officer is on duty, or during the normal waking hours for the Police Officer, unless the seriousness of the investigation requires otherwise. The questioning shall be completed within a reasonable time after the occurrence of the events giving rise to the investigation. Time

shall be provided for personal necessities, meals, telephone calls, and rest periods.

B. The Police Officer under investigation shall be informed prior to such questioning of the rank, name and command of the officer in charge of the investigation, the questioning officer, and all other persons to be present during the questioning, unless evidence establishing probable cause that a felony has been committed demands an immediate investigation. All questions directed to the police officer under investigation shall be asked by and through no more than two (2) questioners.

C. The police officer under investigation shall be informed in writing of the nature of the investigation, of whether he is a witness or the object of the investigation, and of any charges against him prior to any investigation.

D. The questioning session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated.

E. The police officer under investigation shall not be subject to offensive language or threatened in any manner whatsoever. The police officer under investigation shall not be subjected to visits by the press or news media without his express consent, nor shall his name, home address or photograph be given to the press or news media without his express consent.

F. The complete questioning of a police officer shall be recorded and there shall be no unrecorded questions or statements. A tape recording shall be made of the questioning, and the police

officer shall have access to the tape if any further proceedings are contemplated or prior to any further investigation at a subsequent time. The police officer shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports made by investigators. The police officer being questioned shall have the right to bring his own recording device and record any and all aspects of the questioning.

G. When the police officer is under investigation for the commission of a criminal offense, he shall be completely informed of all his rights prior to the commencement of the interrogation. If the officer chooses to invoke his protection under these rights at that time, that officer shall not be subject to charge of insubordination or failure to cooperate for that reason.

H. No police officer shall have his locker, desk, or other space for storage that may be assigned to him searched except by permission of the officer, or unless a valid search warrant has been obtained.

I. At the request of any police officer under investigation, he shall have the right to be represented by counsel or any union representative of his choice who shall be present at all times during such questioning whenever such questioning may result in disciplinary action or criminal charges against the police officer.

J. This section shall not apply to any investigation or questioning of a police officer in the course of counseling, instruction, or informal verbal admonishment by, or other routine contact with, a supervisor.

Section 6. No police officer shall have any comment adverse to his interest entered in his personnel file, or any record kept at his place or unit of employment or any other place recording such comments by any person, without the police officer having first read and signed the instrument containing the adverse comment indicating he is aware that such comment is being placed in his personnel file or other place of recordation of such comments, except that such entry may be made if after reading such instrument containing any adverse comment, the police officer refused to sign it. A witness shall thereafter note that such officer was presented with the opportunity to read and sign such instrument and refused to do so. Nothing in this provision shall apply to notes and records compiled by an investigator during the course of an investigation of a police officer provided, however, that upon completion of the investigation, the police officer shall have access to all notes and records of the investigation.

Section 7. A police officer shall have fifteen (15) working days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

Section 8. No police officer shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household) unless: (a) such information is obtained under proper legal procedure, or (b) there

is probable cause that bribes or other improper inducements may have been given to such police officer.

Section 9. No police officer shall be given an unnatural, artificial, or make work assignment for the propose of discipline or punishment.

Section 10. No police officer shall be discharged, disciplined, demoted, transferred or denied promotion or reassignment or otherwise discriminated against in regard to his employment,or be threatened with any such treatment by reason of his lawful exercise of his constitutional rights or the rights granted under this Article.

Section 11. An employee may inspect his personnel file and may be accompanied by a designated union representative, or his own attorney. Any alleged discrepancies shall be brought to the attention of the Personnel Administrator for adjustment. If the matter is still unresolved, it shall be subject to the grievance procedure.

Section 12. No police officer shall be compelled to submit to a polygraph examination, voice stress analysis or other truth detection device against his/her will, nor shall voice stress analysis or other truth detection devices be unknowingly used during the course of an investigation of a police officer. No disciplinary action or other recrimination shall be taken against a police officer refusing to submit to a polygraph examination, voice stress analyzer, or other truth detection devices. No comment or notation shall be entered anywhere in the investigator's

notes or anywhere else that the police officer refused to submit to a polygraph examination, voice stress analysis or truth detection device or that voice stress analysis or other truth detection device was unknowingly used. Testimony or evidence shall not be admissible at a subsequent hearing, trial or proceeding, judicial or administrative, to the effect that the police officer refused to submit to a polygraph examination, voice stress analysis, or other truth detection device or that voice stress analysis or other truth detection device was unknowingly used.

ARTICLE XII - VACATIONS

Section 1. Members of the bargaining unit shall receive an annual paid vacation in accordance with the following schedule based on years of service to be completed during the calendar year in which the vacation is to be received:

Years of Service To Be Completed During The Calendar Year	Vacation Days Per Year
3-5	18 days per year
6	19 days per year
7	20 days per year
8	21 days per year
9	22 days per year
10	23 days per year
11	24 days per year
12	25 days per year
13	26 days per year
14	27 days per year
15	28 days per year

16	29 days per year
17	31 days per year
18	32 days per year
19	33 days per year
20	34 days per year

Vacations shall be granted in accordance with the Police Department Policy.

Section 2. All vacation days shall be one (1) day, regardless of the length of the work shift as worked by the employees.

Section 3. During January of each calendar year, members of the bargaining unit may request two separate vacation periods, from four (4) to ten (10) consecutive vacation days, to be taken off during the year. Should two (2) employees submit requests for the same consecutive vacation days, the request submitted by the most senior employee shall be honored. Once approved, such request shall continue to be honored regardless of transfers, and may not be changed or rescinded.

Subsequent to January of each calendar year, annual vacation days shall be bid by seniority not more than forty-five (45) and not less than fifteen (15) days prior to the date requested.

ARTICLE XIII - HOLIDAYS

Section 1. Schedule: The following nine (9) holidays shall be holidays for members of the bargaining unit:

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Easter	Christmas Eve

Memorial Day Christmas Day

Independence Day

Section 2. All holidays observed shall be observed on those days as designated by the Civil City of Fort Wayne. Employees on regularly scheduled days off shall not be subject to holiday scheduling. Work levels for holidays shall be as established by the Police Chief and shall be filled according to seniority. Employees shall bid for work on such holidays, by seniority, during a thirty (30) day period beginning forty-five (45) days prior to the holiday and ending fifteen (15) days prior to the holiday. Any requests for holiday work after fifteen (15) days prior to the holiday shall be filled on a first come-first served basis.

In the event there are not sufficient officers bidding to work on the holiday in order to meet the minimum manning level as established by the Chief of Police, inverse seniority (excluding those officers regularly scheduled off) will be used to fill the required level.

The Employer shall post the completed work schedule for each holiday at least seven (7) days prior to that holiday.

Section 3. For holidays worked, employees shall receive, in addition to being paid for the holiday worked, the holiday back and two (2) compensatory days. Additional hours worked on a holiday outside of the member's regularly scheduled shift shall be compensated at the rate of one and one-half (1.5) hours for each additional one-half (0.5) hour worked.

If a holiday falls on an employee's regular day off, the

employee will receive another day off.

ARTICLES XIV - SUPPLEMENTAL RETIREMENT BENEFITS

Section 1. Employees who retire during a year shall be granted their entire vacation, holiday, personal, and overtime entitlement.

ARTICLE XV - BULLETIN BOARDS

The City shall provide four (4) sealed bulletin boards for use by Wayne Lodge #14, which are to be located in areas where members normally work.

ARTICLE XVI - MILITARY LEAVE

Section 1. An employee shall be given a leave of absence in accordance with federal and state law.

Section 2. All employees who are Indiana National Guard or Reserve personnel shall be entitled to a leave of absence from their respective duties pursuant to proper orders issued by the appropriate military authority with no loss of vacation, other leave time, or seniority while performing military service.

Section 3. All employees who are Indiana National Guard or Reserve personnel shall also be entitled to leave from their duties without loss of pay, pursuant to state law.

ARTICLE XVII - RESERVIST DUTY

Section 1. Federal law requires that any employee who is a reservist must be given time off for training without lost time. The reservist must request, within a reasonable time, a leave of absence for a training tour of duty. The reservist must keep the

employer informed about scheduled week and weekend drills if such required drills necessitate his absence from work.

Two week summer camp leave up to 85 hours, If needed, shall be handled as in the past per Rules and Regulations Section VI, paragraph 23, March 31, 1976.

Section 2. A reservist can do one of the following for weekend or week night drills:

A. Work on days off in place of days on drill.

B. Take vacation, holiday, or overtime days.

ARTICLE XVIII - DEATH IN FAMILY

Death leave will be granted in accordance with the Fort Wayne Police Department Manual, as follows: In the case of the death of relatives of members of the Fort Wayne Police Department, the officer involved shall be given special leave on the following basis:

A. Five days, exclusive of days off, in the event of the death of a member of the immediate family (parent, spouse, child, stepchild, grandchild, brother, sister, parent-in-law).

B. In the event of the death of the grandparents or brother-in-law or sister-in-law, uncle or aunt, of the officer involved, two days, exclusive of days off, shall be granted.

C. Time off for other funerals or time off for extended bereavement leave shall be granted as either vacation or personal days.

ARTICLE XIX - PERSONAL DAYS

Six (6) personal days shall be granted to members of the bargaining unit to be used for personal matters. The employee shall advise his commanding officer in advance of such absence and the day shall be granted provided that the minimum number of personnel needed is maintained.

ARTICLE XX - ADDITIONAL COMPENSATION

Section 1. Court time shall be paid at one and one-half (1.5) time for the actual amount of time spent, a minimum of one (1) hour, including one (1) hour travel time.

Section 2. Whenever a member of the bargaining unit is training another, two (2) hours of compensatory overtime shall be granted per day. Training periods for sergeants and lieutenants shall be a minimum of fifteen (15) working days.

Section 3. Staffing for Special Events: Special Events are defined as those activities of regular occurrence that necessitate personnel redeployment for the short duration required to maintain citizen safety at such activities.

Prior to January 1 of any year, the Chief shall notify the Union of the identity of, dates of, and necessity for "Special Events" scheduling anticipated for the year.

Staffing for Special Events shall be accomplished as follows:

A. Movement within the shift, but not to disrupt normal staffing.

B. By request for volunteers to work during off-duty hours, on days scheduled off, or on any days taken off for reasons

other than illness.

C. If the procedures outlined in paragraphs A and B are inadequate to secure sufficient staffing for the Special Event as determined by the Chief, then department-wide union inverse seniority shall be utilized to provide staffing levels established by the Chief.

D. All members of the bargaining unit who are selected by inverse seniority under paragraph (C) may have their hours of work and/or their days off changed for the duration of the Special Event. Such a change is not considered a temporary assignment.

E. Members of the bargaining unit working in Vice and Narcotics division or who are designated as Crime Scene technicians are exempt from inclusion in the inverse seniority selection process.

F. Members of the bargaining unit who volunteer to work will receive either double-time compensatory hours or will be paid time and one-half (1.5).

G. When a member of the bargaining unit submits a request to work his off duty hours or days off he will specify his preference of paid time and one-half (1.5) or compensatory double time.

H. Any member of the bargaining unit working a Special Event during a holiday will receive the holiday premium compensation instead of the compensation outlined in paragraphs F and G. The City may elect to give this compensation in pay or

compensatory time.

I. Any member of the bargaining unit assigned to a Special Event either by call out or by increase in manpower needed shall receive the Special Event compensation pay for actual hours worked, except for those inversed under paragraph D.

J. To determine the rate of pay for time and one-half (1.5) compensation, the bargaining unit member's base salary shall be divided by 2080.

K. Time off shall be granted during all Special Events above minimum counts set for Special Events.

L. Bidding to work a Special Event shall be handled in the same manner as bidding to work a holiday, except for Three Rivers Festival which will be done 4 months prior.

M. Any member of the bargaining unit assigned to a Special Event that is required to work beyond his normal shift will during his shift while working the special Event, or as provided in Article XIII, whichever is greater.

N. A volunteer list shall be established by January 1 of each year to be used to staff celebrity/dignitary visits for which long term notice is not always available. Assignments shall be made based on seniority; however, if there is insufficient time to contact those listed, a less senior volunteer may be selected after reasonable effort has been made to contact the more senior volunteer. Time served on such an assignment shall be compensated at time and on-half (1.5).

O. The following provisions shall apply to the Traffic Division during the Three Rivers Festival:

All Traffic Units shall be required to work those assignments as designated by Traffic Command.

If less than all of the traffic units are, in the opinion of the Traffic Command, needed for such assignments, the need shall be met by bid based on seniority within the Traffic Division, or, if an insufficient number of bids are received, by use of inverse seniority within the Traffic Division.

Because of these occasional required traffic assignments, ten (10) hours of compensatory time shall be given to all Traffic personnel, credited upon the completion of the Three Rivers Festival.

Section 4. Call-Out Bonus: If called out as part of a special unit, the member shall receive a bonus of two (2) compensatory hours for each call-out that both begins and ends outside the member's regularly scheduled shift, or a bonus of one (1) compensatory hour for each call-out that either begins or ends outside the member's regularly scheduled shift.

ARTICLE XXI - CHAIN OF COMMAND

Under no circumstances shall the chain of command be violated. The highest ranking officer present shall assume command of any and all details, situations and assignments. In addition, a patrolman shall not be placed in command of any team, group, bureau, division or subdivision of the Fort Wayne Police Department, under any circumstances.

ARTICLE XXII - SICK LEAVE/DISABILITY

Members of the bargaining unit shall be entitled to paid sick leave as needed, subject to the Fort Wayne Police Department Rules and Regulations, pages 105-108, Section 2.04-08, adopted by the Board of Safety on August 21, 1991.

However, the Chief shall have the authority to initiate a disability application on behalf of any member after 270 calendar days after the first day of paid sick leave based on a member's last injury or illness, which in the opinion of the Chief, based upon a report from a licensed physician, makes it unlikely that the member will return to full-time, uninterrupted active duty. If the member disagrees with the Chief's opinion and can provide a report from a licensed physician disputing the Chief's opinion, the dispute shall be subject to the grievance and arbitration procedure provided for herein.

For purposes of I.C. 36-8-5-2 (g), a member shall be deemed to have exhausted his sick leave one calendar year after the first day of paid sick leave for the last injury or illness.

Members who have been approved for a disability pension under either the 1925 Fund (I.C. 36-8-6) or the 1977 Fund (I.C. 36-8-8), and who have begun to receive disability benefits under either Fund, shall not be entitled to any additional sick leave.

ARTICLE XXIII - ON-THE JOB INJURY OR JOB RELATED ILLNESS

Members of the bargaining unit who suffer an injury while performing assigned duty or who contract an illness caused by the performance of duty shall be entitled to all benefits provided by

I.C. 36-8-4-5.

The City shall pay the cost of all necessary hospital, physician care, prescriptions and related medical expenses for all on the job or duty related injuries.

XXIV - ADDITIONAL WORK/OVERTIME COMPENSATION

Employees who are, in the course of their duties, required to perform beyond their regularly scheduled hours of work (shift), shall receive one (1) hour compensatory time for each hour worked outside of shift, unless the hour worked qualifies for FLSA compensation, holiday compensation, court time compensation or Special Event compensation.

For purposes of complying with the FLSA and particularly Section 207(k) of said act, the following work periods are declared:

1). For members on a 4-2 schedule (8.5 hours per shift), a work period of seven (7) consecutive days beginning each A-Shift on Sunday is hereby established. For such members, FLSA overtime compensation shall be earned at the rate of one and one-half (1.5) hours for each hour worked over forty-two and one-half (42.5) hours during a single work period.

2). For members on a 4-3 schedule (10 hours per shift), a work period of seven (7) consecutive days beginning each A-Shift on Sunday is hereby established. For such members, FLSA overtime compensation shall be earned at the rate of one and one-half (1.5) hours for each hour worked over forty (40) hours during a single work period.

3.) For members on a 5-2 schedule (8 hours per shift), a work period of seven (7) consecutive days beginning each A-Shift on Sunday is hereby established. For such members, FLSA overtime compensation shall be earned at the rate of one and one-half (1.5) hours for each hour worked over forty (40) hours during a single work period.

"Hours worked" as used in the FLSA compensation base include only hours actually worked, holidays, and overtime hours used, and do not include the following time off: vacation days; sick days; bereavement leave; conventions and/or seminars attended on behalf of Wayne Lodge #14; or personal days.

Section 1. FLSA Compensation Members who have accrued more than 480 hours of FLSA compensatory time shall be paid cash wages, at the FLSA rate of one and one-half (1.5) times the member's regular rate of pay, for overtime hours in excess of the maximum set for the work period. However, a member who has accumulated more than 400 hours of FLSA compensatory time may be required to mark such time off down to 400 hours provided no member is forced to work a partial shift to accomplish said reduction. Any member who has accumulated more than 400 hours of FLSA compensatory time as of the date of the execution of this Agreement may not be forced to mark off more than one work day per work week to reduce his accumulation below the 400 hour base. Compensatory hours earned for hours worked outside of shift, or other non-FLSA reasons shall not count toward the FLSA maximum of 480 hours compensatory time.

Section 2. Non-FLSA Compensation The following schedule shall be

used to reduce NON-FLSA compensatory time.

January 1995 - 600 hours

January 1996 - 540 hours

Officers who have in excess of the scheduled capped hours of Non-FLSA hours at the end of the calendar year, to include all carryover time form the previous year, shall be paid down, by February 28th of the following year, to the scheduled limit. Officers shall be paid at their current rank, but at the previous years hourly rate. Hours to be paid shall be submitted to the Chief's Office by January 15th of the year to be paid.

ARTICLE XXV - CHILD-REARING LEAVE

A member may be granted a maximun of six (6) months unpaid leave of absence for child-rearing purposes. Such leave to commence not earlier than the date of birth or adoption of the child and not to extend beyond the child's first birthday.

ARTICLE XXVI - DEATH OF AN EMPLOYEE

In the event of the death of a member of the bargaining unit, while employed by the City, all accrued wages due, including overtime and allowances for unpaid holidays, vacation time, and personal days for that year, shall be paid to the member's estate.

ARTICLE XXVII - HOSPITALIZATION/MEDICAL BENEFITS

The Employer agrees that the group health insurance benefits available through the City's basic self-insured health benefits program shall be available to members at the rate charged non-union employees of the City. Members may choose other plans made

available to other City employees at the cost charged to other City employees for any such plan.

ARTICLE XXVIII - RETIRED OFFICERS INSURANCE

Employees who retire under the terms of any of our recognized retirement programs with the minimum of twenty (20) years of service, shall be eligible to participate in the current retiree's group plan at the rates determined by the carrier.

Employees covered under this bargaining agreement who retire, subsequent to January 1, 1989, after 20 years of service with the Fort Wayne Police Department shall have the group plan insurance premiums contributed by the City. The insurance will be the same basic plan as carried by active members, and will remain in effect until the retiree is eligible for Medicare/Medicaid.

However, employees who retire after January 1st, 1995, must have held the rank of sergeant or higher for (1) year to be eligible for said benefit.

Anyone retired on disability pension shall immediately be given credit as though they had served 20 years, provided, in the opinion of the Pension Board, the disability is job-related.

ARTICLE XXIX - RANK DIFFERENTIAL

The base salary of any member of the department who holds the rank of sergeant may not be less than ten (10) percent more than the base salary for a first-class patrolman in 1995, eleven (11) percent in 1996, and twelve (12) percent in 1997.

The base salary of a first sergeant shall be not less than 11.6% more than the base salary of a first class patrolman for

1995, 2.6% greater than a sergeant for 1996 and 3.6% greater than a sergeant for 1997. The base salary of a lieutenant shall not be less than 16.6% more than the base salary of a first-class patrolman for 1995, 6.0% greater than a first sergeant for 1996, and 7.0% greater than a first sergeant for 1997. "Base salary of a first class patrolman" shall mean the base salary for a patrolman minus any longevity payment but plus any employee pension assessment paid by the City.

ARTICLE XXX - COMPENSATION

A. The base annual salary for members shall be as follows:

Rank	1995	1996	1997
Sergeant	$35,702.25	11.0%*	12.0%*
First Sergeant	$36,221.55	2.6%**	3.6%**
Lieutenant	$37,844.38	6.0%***	7.0%***

* Greater than the base salary of a first-class patrolman as defined by defined by state pension laws plus any employee pension assessment paid by the City, but minus any longevity payment paid to patrolman that is part of the base salary as defined by state pension laws.

** Percentage greater than the base salary of a sergeant.

*** Percentage greater than the base salary of a 1st sergeant.

B. All officers assigned to B-Shift shall receive a premium of $700.00 per year. All officers assigned to mid and C-Shifts shall receive a premium of $1,400.00 per year. All shift premiums shall be added to the regular earnings of each pay period. Only

those officers assigned to those shifts shall be paid shift premiums.

C. All officers assigned to the Investigative and Administrative Divisions, and who have at least 2 years of service in either the Investigative or Administrative Division as either a Sergeant or Lieutenant shall receive a premium of $300.00 per year. All Administrative/Investigative premiums shall be added to the regular earnings for each pay period. Only those officers so assigned shall be so paid and for only such time as they continue to be so assigned.

D. Effective January 1, 1995, members of the bargaining unit shall be paid, as a longevity premium, $150.00 for each year in rank annually. Effective January 1, 1996, members of the bargaining unit shall be paid, as a longevity premium, $200.00 for each year in rank annually.

Effective January 1, 1995 a cap shall be placed on longevity at a maximun of $4,000 per year, per officer, regardless of years of service in rank, with the exception of 1st Sergeant Glenn Pettit who shall receive $4350 per year, due to the fact he exceeds the limit as of the date of this contract.

Such premium shall be paid on or before January 31 of the appropriate year, based upon the years in rank the officer will achieve during that particular calendar year. Should the officer resign, be dismissed, or retire prior to his rank anniversary date, the longevity premium for the last year in rank shall be refunded to the City.

E. Members of the bargaining unit shall receive an annual uniform allowance of $1,500.00 payable in 2 equal installments. The first installment shall be paid on or before May 31 of the appropriate year and the second installment shall be paid on or before November 30 of the appropriate year.

F. Members of the bargaining unit who qualify shall be paid the following educational incentives annually:

1. Any member having an Associate Degree shall be paid an annual incentive of $450.00.

2. Any member having a Bachelor Degree shall be paid an annual incentive of $900.00.

3. Any member having a Masters Degree shall be paid an annual incentive of $1,300.00.

A member may qualify for only one educational incentive per year. The educational incentive shall be paid in equal quarterly installments in the months of March, June, September, and December of the appropriate year.

G. Members of the bargaining unit shall be covered by the life insurance plan now in effect.

H. In the event that a monetary or non-monetary fringe benefit is offered to and accepted by the Patrolman's Benevolent Association that is not a part of this contract, such benefit shall be made available to members of this bargaining unit if a majority of the membership vote to accept the benefit. This provision shall not, however, apply to any employer paid pension assessment.

I. Members of the bargaining unit who are presently assigned

to Traffic Engineering and who are members of a state police pension plan shall be entitled to the compensations provided for herein for First Sergeants (or the salary for the position being filled, whichever is greater) and all other benefits provided in this contract. In the future, no member of the bargaining unit, however, shall be assigned to Traffic Engineering.

ARTICLE XXXI - DISCRIMINATION

Section 1. The City will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in, or activity on behalf of, Wayne Lodge #14. The City will not discriminate in respect to hire, tenure of employment, or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of, Wayne Lodge #14, nor will it discourage or attempt to discourage membership in Wayne Lodge #14 or attempt to encourage membership in another Union.

Section 2. The City and Wayne Lodge #14 agree that they will not discriminate against any applicant for employment, or any present employee, in the payment of wages, assignment to jobs, seniority, promotion, demotion, training, transfer, lay-off, recall, discipline, discharge, pension benefits, working hours, physical facilities, retirement age, insurance coverage, job classification, classified advertising, recruitment, testing, or any other term, condition, or privilege of employment, because of race, color, religion, sex, national origin or occupationally irrelevant physical handicaps, or the exercising of any rights

under the grievance procedure.

Section 3. The City further agrees that any violation of Title VII of the 1964 Civil Rights Act, as well as the Equal Pay Act of 1963, Executive Order 11246 as amended by 11375, and the Age Discrimination in Employment Act of 1979, will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement. Nothing in this agreement between the City of Fort Wayne and Wayne Lodge #14 shall be construed to require the City to violate the Americans with Disabilities Act.

Section 4. Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

ARTICLE XXXII - DURATION AND CHANGE

This Agreement shall become effective at 0001 hours on ---------- and shall remain in full force and effect through ----------. Either party shall have the option, no more than 90 days and at least 60 days prior to expiration, to notify the other party of its desire to terminate the Agreement. Such notification shall be made by Certified Mail, return receipt requested.

Either party shall have the option of opening the contract for wage and fringe benefit negotiations 60 days prior to each anniversary of the Agreement.

ARTICLE XXXIII - SAVINGS CLAUSE

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court of competent and final

jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion involved and shall not invalidate the remaining portions of this Agreement.

In witness thereof, the parties have caused this Agreement to be executed by their respective officers and representatives thereunto duly authorized this ------day of---------.

FOR THE CITY:

FOR THE UNION:

_____

Paul Helmke
Mayor

_____

Payne Brown
Director of Public Safety

_____

T. Neil Moore
Chief of Police

_____

F. Nelson Peters, IV
Director of Personnel

Dated:_____

Approved by the Board of Safety this _____ day of _____ 1995.

_____

Charles J. Weinraub
Chairman Board of Safety

_____

Hana Stith
Member

_____

Donald Stedge
Member

DIGEST SHEET

TITLE OF ORDINANCE SPECIAL ORDINANCE

DEPARTMENT REQUESTING ORDINANCE PUBLIC SAFETY

SYNOPSIS OF ORDINANCE RATIFIES THE COLLECTIVE BARGAINING AGREEMENT FOR POLICE OFFICERS REPRESENTED BY THE FRATERNAL ORDER OF POLICE, LODGE #14 FOR THE YEARS OF 1995, 1996 AND 1997; AND APPROVES THE 1995 COMPENSATION PACKAGE FOR FOP MEMBERS.

S 95-03-06

EFFECT OF PASSAGE THE NEW CONTRACT AND THE 1995 COMPENSATION PACKAGE WOULD BE APPROVED.

EFFECT OF NON-PASSAGE THE NEW CONTRACT AND THE 1995 COMPENSATION PACKAGE WOULD NOT BE APPROVED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS)

ASSIGNED TO COMMITTEE (PRESIDENT)